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Unique Doc. Reference	:	SUBIN-KAKAKSFCL08463625117785 24T
Purchased by	:	SRI SAI CONSULTANTS
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER DASARAHALLI DIVISION
Second Party	:	SRI SAI CONSULTANTS
Stamp Duty Paid By	:	SRI SAI CONSULTANTS
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

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170/2012-13

BRUHATH BENGALURU MAHANAGARA PALIKE

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Agreement No/EE/DD/AGR/ 119 /2021-22, Dtd : 17/9/2021

1.This Agreement, entered this day 17th of September 2021 Between Executive Engineer, Dasarahalli Division, BBMP, herein **Sri KOTRESHA , M/s.H B ASSOCIATES,Sri Sai Consultants)**, #366, 12th Cross, Athmiya Geleyara Balaga Layout, Hesaraghatta Main Road, Bangalore - 560090 (Here in called Contractor) of other part.

SRI SAI CONSULTANTS
Consultant

EXECUTIVE ENGINEER
Executive Engineer (DD)
Bruhat Bengaluru Mahanagara Palike
Dasarahalli Division, Bengaluru-73.

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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WHEREAS, the Consultant is willing to perform these services, "Consultancy Services for Preparation of Detailed Project Report including Design, Estimation and Survey Report and Preparation BOQ for the Work of Restoration and improvements of roads and drains in AYR layout, Shettihalli village, RR Layout of Chikkasandra village and Abbigere village roads dugged by BWSSB to lay the water supply and UGD lines under 110 villages in W.No 12 Shettihalli & Restoration and improvements and drain BTS village, Vishveshwaraiah village, Royal enclave and siddedahalli old village roads dugged by BWSSB to lay water supply and sanitary lineunder 110 villages I W.No 14 Dasarahalli sub division."

Sl.No.	Name of the work	Amount put Tender (Rs.In Lakh
1.	Consultancy Services for Preparation of Detailed Project Report including Design, Estimation and Survey Report and Preparation BOQ for the Work of Restoration and improvements of roads and drains in AYR layout, Shettihalli village, RR Layout of Chikkasandra village and Abbigere village roads dugged by BWSSB to lay the water supply and UGD lines under 110 villages in W.No 12 Shettihalli & Restoration and improvements and drain BTS village, Vishveshwaraiah village, Royal enclave and siddedahalli old village roads dugged by BWSSB to lay water supply and sanitary lineunder 110 villages I W.No 14 Dasarahalli sub division.	18.00

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services:**

(i) The Consultant shall perform the services specified in Attachment A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the personnel listed in Attachment B, "Consultant's Personnel" to perform the Services.

(iii The Consultant shall submit to the Client the reports in the form and within the time periods specified in Attachment C, "Consultant's Reporting Obligations".

2. **Term:**

The Consultant shall perform the Services during the period commencing and continuing through the completion of the construction work or any other period as may be subsequently agreed by the parties in writing.

3. **Payment:**

A. Ceiling

For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to Rs. 13,50,000/- (Rupees Thirteen Lakh Fifty Thousand Only) This amount has been established based on the understanding

Executive Engineer (DD)

Consultant

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that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The Schedule of payments shall be as under:

(i) 15% of Contract Price: On entering into Agreement.
(ii) 20% of Contract Price: On achieving 20% of Physical Progress at Site.
(iii) 20% of Contract Price: On achieving 40% of Physical Progress at Site.
(iv) 20% of Contract Price: On achieving 60% of Physical Progress at Site.
(v) 20% of Contract Price: On achieving 80% of Physical Progress at Site.
(vi) 5% of Contract Price: On Submission of Completion Report and As Built Drawings.

Note: All payments shall be made on submission of pre-receipted invoices by the Consultant in duplicate for the respective stages.

D. Payment Conditions:

Payment shall be made in Indian Rupees, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4.

4. Contract Administration:

A. Coordinator:

The Client designates Executive Engineer - Dasarahalli Division As Client's Coordinator; The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance and approval of the reports and other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports:

The Reports listed in Attachment C, "Consultant's Reporting Obligations" shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under Clause 3.

5. Performance Standards:

The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality:

The Consultants shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

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7. **Ownership of Material:**
Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultants for the Client under the Contract shall belong and remain the property of the Client. The Consultants may retain a copy of such documents and software; but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

8. **Consultants not to be engaged in certain activities:**
The Consultants agree that during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, shall be disqualified from providing goods, works or services(other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance:**
The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of , or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

10. **Assignment:**
The Consultant shall not assign this Contract or to sub-contract any portion without the Client's prior written consent.

11. **Law governing the Contract:**
The contract shall be governed by the Laws of India.

12. **Indemnify the Client:**
The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgments of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

13. **Taxes:**
The Consultant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However Consultancy Service tax payable for providing this Consultancy Services shall be paid/reimbursed by the Client separately.

The Consultant

Signed By:

Name: KOTRESHA.H.

Date: 2/9/2021
Place: Bangalore

Executive Engineer (DD)

For the Client

Signed By:

Name and Designation

Date: 2/9/2021
Place: Bangalore

Consultant

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